



## Membership Disclosures

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## Membership And Account Agreement

This Agreement is the contract of deposit which covers your and our rights and responsibilities concerning Membership and Account(s) offered to you by Kitsap Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who sign the Membership and Account Card as members, joint owners or any authorized users. The words "we," "us," and "our" mean the Kitsap Credit Union. The word "account" means any one or more deposit accounts you have with the Credit Union, including savings, checking, money market, and share certificates of deposit, as applicable. This Agreement applies to the membership and accounts of individual members and business members except for specific provisions applicable to business members as indicated within the Agreement.

By signing the Membership and Account Card ("Card") or providing an electronic signature and consent to any online account card or application that is a part of the Agreement, each of you, jointly and severally, agree to the terms and conditions in this Agreement, including the Funds Availability Policy, the Rate and Fee Schedule, and Truth-in-Savings disclosures accompanying this Agreement, which collectively govern your Membership and Accounts. You agree that additional accounts and services you request in the future will be governed by this Agreement, as amended from time to time. Unless you waive your rights, you understand that certain account designations, such as a joint ownership with right of survivorship or POD beneficiary designation may be invalidated upon the Credit Union's receipt of notice of marriage dissolution or a testamentary disposition, as required by applicable law.

### I. Membership And Accounts

Important Information about Procedures for Opening New Accounts. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. When you open an account, we will ask you your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**1. Membership Eligibility.** To be eligible for membership in the Credit Union you must be an individual or entity qualifying within the Credit Union's field of membership and must purchase and maintain at least one share at \$5.00 par value (the "membership share") as required by the Credit Union's Bylaws. You authorize us to check financial information data, and employment history about you by any means allowed by law, including obtaining a credit report or credit score from any consumer reporting agency to verify your eligibility for any accounts and services we offer or you request.

**2. Membership Termination or Expulsion.** If your membership is terminated or you are expelled from membership, we are required to close all of your accounts and services with the Credit Union. You may terminate your membership at the Credit Union after giving written notice of your intent to withdraw from membership. You may be expelled from membership for any reason allowed by applicable law, including causing a loss to the Credit Union, nonparticipation, threatening conduct or failure to comply with Credit union agreements. The Credit Union will notify members of their expulsion including the reason for such expulsion. The Credit Union will promptly pay amounts in any deposit account to the expelled member as provided by state law and expelled members have the right to seek reinstatement . Expulsion will not relieve any member of any liabilities owed to the Credit Union and the Credit Union will not be liable for payment on any checking, withdrawal, or other item once your membership is terminated.

**3. Single Party Individual Accounts.** A single party account is an account owned by an individual person for a consumer purpose and not business purpose. The interest of a deceased individual owner will pass to the decedent's estate or POD beneficiary, if applicable, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior notice of an owner's death.

**4. Multiple Party Accounts.** An account owned by two or more individual persons for a consumer purpose and not a business purpose is a multiple party account.

a. Rights of Survivorship. If your account is a multiple party account, the account is owned as a joint account with rights of survivorship unless otherwise stated on the account card. If the account is a multiple party account without right of survivorship, the interest of a deceased owner will pass to the decedent's estate. If the account is a multiple party account with right of survivorship upon the death of one of the joint account owners, that person's interest will become the property of the surviving joint account owners. A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

b. Rights of Multiple Party Account Owners. Any multiple party account owner (joint owner) is authorized to act for the other owner(s) and the Credit Union may accept orders and instructions regarding the account and requests for future services from any joint owner. Any joint account owner may terminate the account by withdrawing all funds in the account, stop payment on items drawn on an account, withdraw, or pledge all or any part of the shares of any account, including funds representing a membership share, without the consent of the other joint account owner(s) and the Credit

Union shall have no duty to notify any other joint account owner(s). If the Credit Union receives written notice of a dispute between joint owners or receives inconsistent instructions from them, the Credit Union may suspend or terminate the account, require a Court order to act or require that all joint owners agree in writing to any transaction concerning the account.

c. Multiple Party Account Owner Liability. If any item deposited in a joint account is returned unpaid or an account is overdrawn, each of the joint account owners is jointly and severally liable to the Credit Union for the amount of the returned item or overdraft and any charges, regardless of who created the overdraft, deposited or cashed the item or benefited from the transaction. If any joint owner is indebted to the Credit Union such that the Credit Union has a lien against an account of that joint owner, the Credit Union may enforce its rights against any or all funds in the joint account regardless of who contributed the funds to the joint account.

**5. P.O.D. Account Designation.** A Payable on Death (P.O.D.) account designation makes a single party or multiple party individual account payable to the owners during their lifetimes, and upon the death of the last joint owner, payable to the named P.O.D. beneficiary on your account card. If the P.O.D. account is held by more than one owner, each account holder will be subject to the rules pertaining to joint ownership as set forth above. Accounts payable to more than one P.O.D. beneficiary are owned jointly with right of survivorship. If there is no surviving P.O.D. beneficiary upon the death of the last owner, state law will determine ownership of the funds in the account. Any P.O.D. beneficiary shall not apply to IRA accounts, which shall be governed by a separate beneficiary designation. A P.O.D. beneficiary's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it. We are not obligated to notify any beneficiary/payee of the existence of any account nor the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. This paragraph does not apply to an account held on behalf of or in the name of a trust.

**6. Accounts for Minors.** The Credit Union may make payments of funds directly to the minor without regard to his or her minority unless the Credit Union has received written notice from the minor owner's custodial parent or guardian to withhold payment from the minor and the Credit Union has had a reasonable opportunity to act on the notice. Unless a guardian is an account owner, the guardian shall not have any right to access the account. The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor or joint account owner.

**7. Uniform Transfers to Minors Account Designation.** A Uniform Transfers to Minors Account ("UTMA") is an account designation for a single account established by a member as a custodian on behalf of a minor (a person under

twenty-one (21) years of age). The custodian must open the account in his or her name and provide the minor's SSN on the account card. The custodian is the owner of the account for the exclusive right and benefit of the minor, and barring a court order otherwise, is the only party entitled to make deposits to, withdrawals from, or close the account. The custodian is the only person authorized to sign on the account. In the event of the custodian's death, resignation or incapacity, any successor custodian named on the account card may serve, otherwise, the Credit Union may place an administrative hold on the account, until it receives instructions from any person authorized to withdraw funds or a court order authorizing such withdrawal. The Credit Union has not provided you any tax advice on this account and you are advised to see a qualified tax advisor on the tax treatment of this account. When the minor attains age twenty-one, the account will be payable to the beneficiary upon notification and direction of the minor and custodian. If the minor dies, the account will be closed and funds paid to the minor's Estate.

**8. Accounts for Living Trusts.** An account for a Living Trust is an account held by one or more trustees for the benefit of one or more beneficiaries pursuant to a revocable trust agreement. Upon request of the Credit Union, the trustee(s) will supply to the Credit Union a copy of the trust agreement evidencing trustee's authority. Trustee warrants that a valid Living Trust has been created, is currently existing, and that trustor and beneficiary are members of the Credit Union. The Credit Union is under no obligation to act as a trustee or to inquire as to the powers or duties of the trustee(s). Trustee agrees to notify the Credit Union in writing if a change of trustee occurs. Credit Union may withhold payment of funds to any party until proper evidence of authority is provided. Funds may be released to any one trustee acting alone or with a co-trustee. Credit Union may rely upon the directions of any one trustee until a written notice of revocation of the living trust form is received. The trustee(s) agree to indemnify and hold Credit Union harmless of any claim, damage or loss arising as a result of unauthorized acts of any trustee or former trustee unless a successor trustee notifies the Credit Union in writing prior to any unauthorized act. This Agreement shall be binding on the trust, successor trustee(s) and beneficiaries.

**9. Individual Business Accounts – Sole Proprietorship.** An individual business account is an account owned by one depositor, or married couple, including any individual, or sole proprietor qualified for Credit Union membership and the account is used for business purposes. If the account is an individual account, the interest of a deceased individual will pass, subject to applicable law to the decedent's estate. You understand that unless you waive your rights, certain account designations may be invalidated on the Credit Union's receipt of notice of marriage dissolution or a testamentary disposition, as required by applicable law. We may require any claimant to the account to produce certain documents before releasing the funds to the account. The

Credit Union may continue to honor all transfers, withdrawals, deposits and other transactions on the account until the Credit Union learns of an account owner's death. Once the Credit Union learns of an account owner's death, the Credit Union may pay checks or honor payments or transfer orders authorized by the deceased member for a period of ten (10) days unless the Credit Union receives instructions from any person claiming an interest in the account to stop payment on the checks or other items. You agree that the Credit Union can require that anyone who claims funds in the account after your death to indemnify the Credit Union for any losses from honoring that claim.

**10. Accounts of Businesses and Organizations.** You must designate on the Account Card who is authorized to act on behalf of the Member/Account Owner as an Authorized Signer or Business Agent. You agree to notify the Credit Union of any change in authority. The Credit Union may rely on the written authorization until such time as the Credit Union is informed of changes in writing and has had a reasonable time to act upon such notice. The Credit Union may require that third party checks payable to a club or association may not be cashed, but must be deposited in the account. The Credit Union shall have no notice of any breach of fiduciary duties arising from a transaction by any agent of the Account Owner, unless the Credit Union has actual notice of any wrongdoing.

**11. Authorized Parties of Business and Organizational Accounts.**

a. Authorized Parties. The parties named on the Account Card as Authorized Signers are vested with full authority to open and close accounts on behalf of the Member, add or remove Business Agents on behalf of the Member and to transact any business of any nature on such accounts.

b. Business Agents. Business Agents are persons authorized to receive any account information from the Credit Union either orally or in writing. Those persons are not authorized to withdraw funds or issue checks/drafts against the account. Deposits may be accepted by Business Agents.

The Credit Union is directed to accept and pay without further inquiry any item, signed by an Authorized Signer, drawn against any of the Member's accounts. Any one Authorized Signer is expressly authorized to endorse all items payable to or owned by the Member for deposit with or collection by the Credit Union and to perform any other transaction permitted under the Agreement.

The authority given to the Authorized Parties named on the Account Card shall remain in full force until written notice of revocation or a Business Account Card supplement is delivered to and received by the Credit Union at each location where an account is maintained. Any such notice shall not affect any items in process at the time notice is given. The Authorized Signer shall notify the Credit Union of any change in the Member's composition,

assumed business names, or any aspect of the entity affecting the deposit relationship between the Member and the Credit Union before any such change occurs. The Credit Union shall have no duty to inquire as to the powers and duties of any Authorized Party and shall have no notice of any breach of fiduciary duties by any Authorized Party unless the Credit Union has actual notice of wrongdoing.

**12. Fiduciary Accounts.** A fiduciary account is an account opened by an executor, administrator, personal representative, guardian, conservator, or other fiduciary in such capacity authorized under a will, court order or trust instrument establishing the fiduciary relationship trustee or a Representative Payee authorized by the Social Security Administration ("fiduciary"). The account owner is the estate, guardianship, conservatorship, trust or Social Security Administration benefit recipient as the sole owner of this account. The fiduciary is authorized to act on behalf of the account owner but has no ownership interest in the account. The fiduciary is the only authorized party to transact on this account. The fiduciary is expressly authorized to endorse all items payable to or owned by the Account owner for deposit with or collection by the Credit Union and to execute such other agreements and to perform any other account transaction under the Agreement. The fiduciary is authorized to receive account information from the Credit Union, either orally or in writing, and any information related to the account. The authority given to the fiduciary shall remain in full force until a court order, termination of the account owner or written notice of revocation is received by the Credit Union either by a court appointed representative of the account owner or by the Social Security Administration, as applicable. Any such notice shall not affect any items in process at the time notice is given. The fiduciary will notify the Credit Union of any change in the account owner's status affecting the deposit relationship between the account owner and the Credit Union. The fiduciary warrants that all actions he or she takes regarding the account will be for the sole benefit of the account owner and that the fiduciary will not conduct any transaction on the account that will personally benefit the fiduciary or will not comply with the terms of the applicable laws, will, court order or instrument establishing the fiduciary relationship. The Credit Union may rely upon these representations and shall have no duty to examine such authorizing documents for compliance or inquire as to the powers and duties of the fiduciary and shall have no notice of any breach of fiduciary duties by the fiduciary unless the Credit Union has actual notice of wrongdoing. The account owner agrees that the Credit Union shall not be liable for any losses due to the account owner's failure to notify the Credit Union of any unauthorized acts of the fiduciary or changes to the relationship between the fiduciary and account owner. The account owner and fiduciary agree to indemnify and hold Credit Union harmless of any claim or liability as a result of unauthorized acts of the fiduciary upon which Credit Union relies prior to any actual notice of any account change or change of account owner.

**13. Deposits.** Deposits may be made to Checking, Savings, IRA, and Money Market deposit accounts in any amount by cash, check, or other item for deposit at the main office, any branch, all KCU ATM's or shared branching ATM's. The Credit Union may require that additional deposits to share certificates be made in specific amounts. All deposit accounts are nonassignable and nontransferable to third parties. You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided any substitute check, warranties and indemnity. If you do so, you agree to indemnify the Credit Union for all losses the Credit Union incurs in connection with the substitute check or item. You agree not to deposit any substitute check without our consent.

a. Endorsements. You authorize the Credit Union, in its discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, any one or more owners on the account, whether or not they are endorsed by all owners. You authorize the Credit Union to supply missing endorsements if the Credit Union chooses to supply such endorsements. When you deposit items to your account, you warrant that all prior endorsements are genuine. The Credit Union reserves the right to verify all endorsements on third party checks presented for deposit either in person or by comparison with member signature files. Insurance, Government, and certain other checks or drafts must be endorsed in person exactly as they are made payable. Endorsements must be placed in the space on the back of the share checking or check between the top edge and 12 inches from the top edge. The Credit Union may accept drafts or checks with endorsements outside this space. However, if any such endorsement causes any delay in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay. The Credit Union may disregard information on any check other than the signature of the drawer and MICR information. Any item presented with a full payment legend must be presented in person to a Credit Union officer; otherwise, payment is made with full reservation of rights.

b. Collection of Items. The Credit Union shall not be responsible for deposits made by mail or at an unstaffed facility until the Credit Union actually receives them. In handling items for deposit or collection, the Credit Union only acts as your agent and assumes no responsibility beyond the exercise of ordinary care. The Credit Union will not be liable for default or negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. The Credit Union reserves the right to send any item for collection. Items drawn on an institution located outside of the United States are handled on a collection basis only.

c. Final Payment. All noncash deposits posted to your account are provisional and subject to our receipt of final payment. If final payment is



not received, we reserve the right to charge your account for the amount of those deposits and impose a return deposit charge on your account. After we have received final payment, we refer to these deposits as collected items. If the Credit Union incurs any fee to collect your deposit item, the Credit Union may charge such fees to your account. The Credit Union reserves the right to refuse or to return all or a part of a deposit or to close your account.

d. Direct Deposits. The Credit Union may offer direct deposit options allowing you to preauthorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) or preauthorize transfers from other accounts at the Credit Union. You must authorize any direct deposits to your accounts by a separate authorization form. If applicable, you must notify the Credit Union at least 30 days prior to any direct deposit or preauthorized transfer if you wish to cancel the direct deposit or direct transfer option. Upon a filing of bankruptcy, if you fail to cancel any direct deposit authorization, you instruct your employer and the Credit Union to make and apply direct deposits in accordance with your authorization on file with the Credit Union. If the Credit Union is required to reimburse the U.S. Government for any benefit payment directly deposited into your account for any reason, you agree the Credit Union may deduct the amount returned from any of your accounts, unless prohibited by law.

e. Crediting of Deposits. Unless otherwise stated in the Funds Availability Policy below, deposits received at our offices on business days before the deposit cutoff time will be credited to your account as of the day of the deposit. Deposits made on Saturdays, Sundays, and Credit Union holidays will be credited to your account on the next business day. Deposits received at unstaffed teller locations such as night depositories will be credited on the day funds are removed and processed by the Credit Union.

f. Share Certificates of Deposit. Share certificate of deposit accounts are governed by the terms of this Agreement and the terms and disclosures set forth on the certificate for each account, which is incorporated herein by this reference.

g. Business Check Deposits. For business members, we reserve the right to require any check deposits to be deposited to your account without any right to receive any cash back, except as required by law. We have the right to refuse to accept any check or other item for deposit for any reason.

h. Special Deposit Account Privileges.

(1) Premier Club. The Credit Union offers special account privileges for members age 50 and over. There is an annual membership fee for the Premier Club as set forth on the Rate and Fee Schedule. The special account privileges apply to one account per qualified Premier Club membership. Special account privileges include: One box of Premier Club checks per year, fee-free travelers cheques for a single signer, travelers cheques for dual

signers at 50% discount, money orders (limited to 10 per month), free money wire (1 per month), photocopying services (up to 2 times per month, max. 30 pgs, letter size), free faxes (limit 2 per month, max. 30 pgs, letter size), 50% discount on a 3 X 5 Safe Deposit Box and a quarterly newsletter.

(2) Varsity Savings. The Credit Union offers special individual ownership Youth Savings share account privileges for members ages 13–18. Members may apply for an ATM card if a parent or guardian signs as a joint owner. When the minor owner reaches 18, the owner may remove the adult signer with authorization of the member. Youth Savings accounts require an initial deposit of \$5.00 and will earn dividends on accounts that maintain a minimum daily balance of \$5.00.

(3) Varsity Checking. The Credit Union offers checking account privileges for members ages 13–18. Account privileges for qualified members include: complimentary box of checks, no per check fees, no monthly fee, overdraft protection, and no minimum balance. With a parent or guardian as co-signer, minor members may request an ATM card at age 13, and a Debit card at age 16. When the minor owner reaches age 18, the owner may remove the adult signer who was previously required to sign on the account.

(4) Kids Club. The Credit Union offers a special account for members up to age 12. The Kids Club Account is a dividend bearing, fee free account. Share accounts for minors under the age 13 require an adult co-signer or acceptable form of identification.

(5) Holiday Account. The Credit Union offers special savings account privileges for members establishing a Holiday savings account. A Holiday share account may be established at any time and runs through October 31 of each year. The balance in your account, in excess of the \$25.00 balance, will be transferred to a designated share or checking account of yours on October 31. All other terms governing share accounts will govern this account.

#### **14. Account Access.**

a. Authorized Signature. In order to access any account, the Credit Union must have an authorized signature of yours on an Account Card. The Credit Union is authorized to recognize your signature, but will not be liable for refusing to honor any item or instruction of yours if it believes in good faith that the signature on such item or instruction is not genuine. If you have authorized the use of a facsimile signature, the Credit Union may honor any check that appears to bear your facsimile signature even if it was made by an unauthorized person. If you give your account number to a third person, you authorize us to honor transactions initiated by the third person even if you did not specifically authorize a particular transaction.

b. Access Options. You may make withdrawals or transfers from your account in any manner which is permitted by the Credit Union (i.e., check,

automated teller machines (ATMs), in person, by mail, automatic transfer, telephone, fax, or online banking). If you make withdrawals by check, the check must be properly completed and signed by you or your representative whose authority is on file with us. The Credit Union may return as unpaid any check that is not in the form provided by the Credit Union. The Credit Union may restrict the withdrawals or transfers on your accounts. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney which we reasonably conclude is invalid or unreliable or has been revoked.

c. ACH & Wire Transfers. You may initiate or receive credits or debits to your account via wire transfer or ACH ("Automated Clearing House") transfer. You must have an ACH Transfer Agreement on file before the credit union will execute an ACH transfer request. You agree that if you receive funds by a wire or ACH transfer, the Credit Union is not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. The Credit Union may provisionally credit your account for a wire or ACH transfer before it receives final settlement for the transfer. You agree that if the Credit Union does not receive final settlement for a transfer or receives an authorized reversal transaction, we may reverse the provisional credit to your account. When you initiate a wire and/or ACH transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. The Credit Union (and other institutions) may rely on the account or other identifying number you give, even if it does not match the party named in your instructions. Wire transfers are governed by Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve. ACH transactions are governed by the rules of the National Automated Clearing House Association. ACH originations are not available for business accounts. Disputes are subject to a 2-business day return.

d. Transactions by Mail. Except as otherwise provided in this Agreement, the Credit Union may permit you to make deposits, transfers, and withdrawals by mail. Transfers and withdrawals by mail will require a signed written request by you. Such transactions will be posted to your account as of the day the transaction is processed at the Credit Union.

e. Credit Union Examination. The Credit Union may disregard information on any check other than the signature of the drawer and amount of the item and any magnetic encoded information. You agree the Credit Union does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for sight examination of items.

f. Electronic Check Transactions.

(1) Electronic Checks. If you authorize a merchant to electronically debit your checking account using the routing, account and serial number of your check to initiate the transfer, whether the check is blank, partially

or fully completed and signed, such authorization is an electronic check conversion. An electronic check conversion is an electronic funds transfer ("EFT") subject to the terms of the Electronic Funds Transfer Agreement. You authorize us to honor any electronic check conversion from your checking account just the same as a regular written check.

(2) Electronic Re-presented Checks. If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, payee or any subsequent holder of the check may re-present the check to us, through an electronic instruction ("Electronic Re-presented Check") to charge your account for the amount of the check. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original paper check was presented to us. Any collection fee you authorize the merchant to debit from your account is an electronic funds transfer subject to the terms of the Electronic Funds Transfer Agreement. If you want to reverse an electronic re-presented check, you must give us an affidavit within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic re-presented check. In your affidavit, you must declare and swear under oath that the electronic re-presented check was ineligible or unauthorized. If we receive a proper notice or affidavit from you within the 15 day period, we will recredit your account with the amount of the charge. If you wish to stop payment of any electronic re-presented check, you must follow the procedures contained in this Agreement for stopping payment of checks, not the procedures for stopping payment on electronic loan or bill payments. If you ask us to request the depositor's bank to send us the original paper check or a copy of the paper check, and we provide it to you, you agree that you will not seek to have your account recredited due to a prior stop payment order or if the item is otherwise ineligible for collection.

g. Night Depository. For business members who have requested and we have arranged for night depository services, the following requirements apply. You agree to properly place deposit items securely in our night depository facility. You agree to assume full responsibility for placing your deposit items in the night depository. You agree to hold harmless the Credit Union if you or your agent fails to conform to all terms applicable to the night depository service.

## **15. Account Transaction Limitations.**

a. Withdrawal Restrictions. The Credit Union is only required to permit a withdrawal if you have sufficient available funds in your account to cover the full amount of the withdrawal. Drafts or other transfer or payment orders which are drawn against insufficient available funds will be subject to a service charge, set forth in the Rate and Fee Schedule. If there are sufficient available funds to cover some but not all of your withdrawal orders, the Credit Union may allow those withdrawals for which there are sufficient

available funds in any order at the Credit Union's discretion.

The Credit Union can also refuse to allow a withdrawal in other cases; for example: any dispute between the owners about the account (unless a court has ordered the Credit Union to allow the withdrawal); a legal garnishment or attachment is served; the account has been pledged as collateral for a debt to the Credit Union; any required documentation has not been presented; or you fail to repay a Credit Union loan on time. Any garnishment is subject to the Credit Union's lien or security interest in an account. You will be advised of the reasons for refusal if such action is taken. The Credit Union reserves the right to require members to give notice in writing of any intended withdrawals from any account (except share checking) of not less than 7 days and up to 60 days before such withdrawal.

b. Account Limitations. For share accounts, you and any joint account owner are restricted from making no more than six transfers or withdrawals during any statement period to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic order (audio response) or instruction. A preauthorized transfer includes any arrangement with the Credit Union to pay a third party from the member's account upon oral or written orders including orders received through the automated clearing house (ACH). In addition to the transactions specified above, you may make unlimited withdrawals or transfers as follows: (i) transfers to any loan account with the Credit Union; or (ii) transfers or withdrawals (payments directly to you) by mail, messenger, in person, ATM, if applicable, from a share account to another Credit Union account of yours. If you exceed these limitations, your accounts may be assessed fees, your items may be returned unpaid and/or your account may be closed.

## **16. Overdrafts.**

a. Overdraft Liability. If on any day, the available funds in your checking account are not sufficient to cover checks and other debit transactions posted to your account, those checks and items will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. The Credit Union's determination of an insufficient account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. The Credit Union has no duty to notify you of an insufficient funds check. Your account will then be subject to a charge for the item whether paid or returned as set forth in the Rate and Fee Schedule. Except as otherwise agreed in writing, the Credit Union, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. If the Credit Union pays a draft that would otherwise overdraw your account, you agree to pay the overdraft amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.

b. Overdraft Protection Plan. If we have approved an overdraft protection plan for you, we will honor drafts drawn on insufficient funds in your checking account by initiating a transfer of the necessary funds from a loan account or another deposit account of yours to your checking account. We will transfer funds to your checking account from a loan or share account in the order you have directed. Transfers from a deposit account will be governed by this Agreement. Transfers from a line of credit account will be governed by your Loan Agreement.

c. Order of Payments. Checks, transactions, and other items may not be processed in the order that you make them. KCU posts checks, items and executes other transactions in the order in which they are received. This may affect the total amount of overdraft fees that may be charged to your account.

**17. Postdated and Staledated Items.** You must not date a check later than the date that you write it. If you do and the item is presented for payment before its date, the Credit Union may return it unpaid. If you do issue a check that is postdated and we pay it before that date, you agree that we shall have no liability to you for such payment. You also agree not to deposit checks, drafts, or other items before they are properly payable. The Credit Union is under no obligation to you to pay a check or draft drawn on your account which is presented more than six months after its date, but may charge your account for payment unless the item is certified or you have placed an effective stop payment.

#### **18. Stop Payment Orders.**

a. Stop Payment Request. You may ask the Credit Union to stop payment on any check drawn upon or ACH debit scheduled from your checking account. You may request a stop payment by telephone, by mail or in person. For checks, the stop payment will be effective if the Credit Union receives the order in time for the Credit Union act upon the order. For ACH debits, the stop payment order must be received at least three (3) business days before the scheduled date of the transfer. You must state the number of the account, date and the exact amount of the check or ACH and the number of the check or originator of the ACH debit. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, date and number of the item, its exact amount, and to whom it was issued. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for the Credit Union to act upon the order, the Credit Union will not be liable to you or to any other party for payment of the item. If we recredit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the

check to the Credit Union, and to assist the Credit Union in legal action taken against the person.

b. Duration of Order. Verbal stop payment orders remain in effect for fourteen (14) days. Written stop payment orders are effective for six (6) months. In order for any written stop payment order to remain in effect after six (6) months, you must renew the order in writing.

c. Liability. You may request that we stop payment on a check, draft, or similar paper instrument drawn against your account. The Credit Union will charge a fee for each stop payment order requested, as set forth on the Rate and Fee Schedule. You may stop payment on any certified check or draft or any other check, draft, or payment guaranteed by you or the Credit Union at the Credit Union's sole discretion. You should be aware that while payment of the item may be stopped, you may remain liable to any person, including the Credit Union, who is a holder of the item despite the stop payment order.

**19. Fees and Charges.** The Credit Union may charge you fees for the services provided by the Credit Union. A current Rate and Fee Schedule has been provided to you separately. You agree that the Rate and Fee Schedule may change at any time and you will be notified of such changes as required by law.

**20. Lost Items.** The Credit Union, in receiving items from you for withdrawal or deposit, acts only as your agent and reserves the right to reverse the credit for any deposited items or to charge your account for the items should they become lost in the collection process.

**21. Credit Union Liability.** If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union will be liable for your losses or damages not to exceed the amount of the transaction. The Credit Union will not be liable if: (a) through no fault of the Credit Union, your account does not contain enough money to make the transaction; (b) circumstances beyond the Credit Union's control prevents the transaction; (c) your loss is caused by your negligence or the negligence of another financial institution; or (d) the money in your account is subject to legal process or other claim. In no event will the Credit Union be liable for consequential damages. You grant the Credit Union the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between oral representations by you or Credit Union employees and any written form will be resolved by reference to this Agreement and applicable written form.

**22. Credit Union Lien and Security Interest.** If you owe the Credit Union money as a borrower, guarantor, endorser or otherwise, the Credit Union will have a lien on any or all of the funds in any account in which you have an ownership interest at the Credit Union, regardless of the source of the funds. The Credit Union may apply these funds in which it has a lien to pay off your

indebtedness, including any costs or attorney fees incurred by the Credit Union in enforcing its rights without further notice to you. If the Credit Union chooses not to enforce its lien, the Credit Union does not waive its right to enforce the lien at a later time. You grant the Credit Union a consensual security interest in your deposit accounts and agree the Credit Union may use the funds from your accounts to pay any debt or amount owed the Credit Union unless prohibited by applicable law.

**23. Legal Process.** If any legal action, such as a levy, garnishment, or attachment, is brought against your account, the Credit Union may refuse to pay out any money from your account until the dispute is resolved or may pay out funds according to the terms of the levy. If the Credit Union incurs any expenses or attorney fees in responding to legal process, such expenses may be charged against your account without prior notice to you, unless prohibited by law. Any legal process against your account is subject to the Credit Union's lien and security interest.

**24. Account Information.** Upon your request, the Credit Union will inform you of the name and address of each credit reporting agency from which the Credit Union obtains a credit report in connection with your account. The Credit Union agrees not to disclose information to third parties about your account regarding any transaction or balances except when: (1) it is necessary to complete the transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with the Fair Credit Reporting Act or other applicable laws and regulations; (3) such disclosure is in compliance with the law, government agencies or court orders; or (4) you give us your written permission.

**25. Notices.**

a. Name or Address Changes. It is your responsibility to notify the Credit Union upon a change of address or change of name. The Credit Union is only required to honor items drawn upon the name as listed on the account and to attempt to communicate with you only at the most recent address you have provided to the Credit Union. The Credit Union may require any notice of change in address to be made in person or in writing.

b. Notice of Amendments. Except as otherwise prohibited by applicable law, the terms of this Agreement and all fees and other agreements provided to you in connection with this account are subject to change at any time. If required by law, the Credit Union will notify you of any changes in terms, rates, or fees at such time as is required by law. To the extent permitted by law, amendments will be effective upon posting of the amendments in the branch office or upon delivery of notice to the last address which you have specified for this account. If notice is given by mail, you agree only one notice is necessary in the case of a joint account. You may terminate your account prior to the effective date of any changes. You agree that oral instructions are binding and agree to hold Credit Union harmless from any liability arising as



a result of such instructions. Changes in account ownership such as adding or removing a joint owner, must be evidenced by a signed authorization of an account holder which upon execution will be binding on all parties and will be incorporated herein by this reference. We reserve the right to waive any terms of this Agreement. Any such waiver shall not affect our right to future enforcement.

**26. Taxpayer Identification Numbers and Backup Withholding.** The Credit Union is required by law to withhold and pay to the Internal Revenue Service (IRS) twenty-eight percent (28%) of payments of interest, dividends and certain other payments under certain conditions. This is called backup withholding (Per IRS publication 1281). Your failure to furnish a correct TIN or meet other applicable requirements may result in backup withholding as well as civil or criminal penalties. If you refuse to provide your TIN, the Credit Union may suspend your account privileges. The Credit Union provided you with the required TIN and backup withholding certification and instructions at the time you established your account.

**27. Statements.**

a. Contents. If the Credit Union provides a statement for your account, you will receive a periodic statement of all transactions and activity on your account during the statement period. The amount and date of any payment, deposit, withdrawal, transfer, payment of dividends or interest, and any fees imposed will appear on your statement. For share drafts and checking accounts, you understand that your original draft will not be returned to you, but copies will be retained by Credit Union and made available upon your request. You agree to keep a copy of your original check in order to verify its validity. If you request us to provide you with an original check or sufficient copy, you agree that we may provide an electronic image of the original check or sufficient copy.

b. Electronic Statements (E-Statements). If your statement is provided electronically, statements will be electronically mailed to you as an attachment, or you will be sent an electronic mail notice that will direct you to the website where you may access, review, print and otherwise copy/download your periodic statements using procedures we authorize. Electronic mails from us will be sent to the electronic mail address provided by the account owner.

c. Examination. You are responsible for examining each statement and your check copy and reporting any irregularities to the Credit Union. The Credit Union will not be responsible for any forged, altered, unauthorized, or unsigned item drawn or deposited to your account if you fail to notify the Credit Union within thirty (30) days of the mailing date of the earliest statement and availability of drafts containing any forgery, alteration, or unauthorized signature on the item. The Credit Union will not be liable for items forged or altered in a manner not detectable by a reasonable person

including, but not limited to, the unauthorized use of a facsimile signature machine.

d. Notice to Credit Union. You agree that the Credit Union's retention of drafts does not alter or waive your responsibility to examine your statements and check copies or the time limit for notifying the Credit union of any errors. The statement will be considered correct for all purposes and the Credit Union will not be liable for any payment made or charged to your account unless you notify the Credit Union in writing within the above time limit after the statement and drafts are made available to you. If you fail to receive a periodic statement, you agree to notify us in a timely manner.

**28. Termination of Account.** The Credit Union may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the funds in the account; (4) any account checks are lost or stolen; (5) if there are excessive returned unpaid items not covered by an overdraft protection plan; (6) if there has been any misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us. You may terminate your account at any time by notifying the Credit Union in writing. We reserve the right to require the consent of all owners to terminate a joint account. The Credit Union is not responsible for payment of any check, withdrawal, or other item once your account is terminated.

**29. Inactive/Dormant and Abandoned Accounts.** If you have an account that you have not made a withdrawal from, deposit to, or transfer involving your account for more than 12 months, the Credit Union may classify your account as an inactive/dormant account and charge a monthly service fee as set forth on the Rate and Fee schedule. Also, dividends and interest will not be paid on inactive/dormant accounts with balances that fall below any minimum balance requirement unless otherwise required by applicable law. The Credit Union will notify you at your last known address three (3) months prior to imposing an inactive/dormant account fee. The Credit Union may charge the account a locator fee for costs incurred in obtaining a current address as set forth on the Rate and Fee schedule. You authorize us to transfer funds from an available savings or checking account to cover the monthly maintenance or locator fee, if necessary. If a deposit or withdrawal has not been made on the account and the Credit Union has had no other contact with you for more than 36 months as required by the Uniform Unclaimed Property Act, the account will be presumed to be abandoned. Funds in abandoned accounts will be remitted in accordance with state law. Once funds have been turned over to the state, the Credit Union has no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

**30. Death of a Member.** For single party individual accounts, multiple party accounts and individual business accounts, you irrevocably waive the right to make a testamentary disposition of any account with the Credit Union, now and in the future. You agree that upon your death, your account will be payable in accordance with any existing account designations and the terms of this Agreement. The Credit Union may require the survivor or other claimant to the account to produce certain documents before releasing the funds in the account. The Credit Union may continue to honor all transfers, withdrawals, deposits and other transactions on the account until the Credit Union learns of the member's death. Once the Credit Union learns of a member's death, the Credit Union may pay checks or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days unless the Credit Union receives instructions from an authorized person to stop payment on the checks or other items. You agree that the Credit Union can require that anyone who claims funds in your account after your death to indemnify the Credit Union for any losses resulting from honoring that claim.

**31. Special Account Instructions.** The Credit Union can facilitate certain trust, will, or court-ordered account arrangements you may request. However, because the Credit Union does not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. You and any surviving owner or beneficiary agree(s) to indemnify and hold the Credit Union harmless from any claim or liability asserted against the Credit Union as a result of the disposition of funds in reliance on this Agreement and any account designations of yours. If you ask the Credit Union to follow any instructions that the Credit Union believes might expose it to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or may require you to indemnify the Credit Union or post a bond or other protection. Any item presented with a full payment legend must be presented in person to a Credit Union officer; otherwise, payment is accepted with full reservation of rights. You understand that the Credit Union may choose to retain electronic or imaged copies of any original documents and you agree that an electronic or imaged copy is valid as an original document.

**32. Indemnity.** If you ask the Credit Union to follow instructions that the Credit Union believes might expose it to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or may require a bond or other protection. An example of the kind of protection asked for would be your promise to defend the Credit Union against any claims and pay all legal fees and costs associated with the defense.

**33. Waiver.** Any waiver of any term or condition stated in this Agreement must be in writing and signed by an officer of the Credit Union and shall not

be considered as a waiver of any future or other obligation or right.

**34. Severability.** In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement shall not be invalid or unenforceable and will continue in full force and effect.

**35. Enforcement.** You agree to be liable to the Credit Union for any loss, cost, or expense as provided in this Agreement that the Credit Union incurs as a result of your failure to follow this Agreement. You authorize the Credit Union to deduct any such loss, costs, or expenses from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any amount due under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the county and state in which the Credit Union is located, if allowed by applicable law.

**36. Governing Law.** This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the State of Washington and local clearinghouse rules, as amended from time to time. To the extent permitted by applicable law, any legal action regarding this Agreement shall be brought in the court of the county in which the Credit Union is located.

## II. Funds Availability Policy

**1. General Policy.** Our policy is to make funds from your deposits to your checking (transaction) of individual and business member accounts available to you on the first business day after the day we receive your deposit. The first \$200.00 of your deposit will be available on the day of deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and Federal holidays. If you make a deposit before 5:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**2. Reservation of Right to Hold.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. It will be printed on your receipt as to

when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice the next business day.

**3. Holds on other Funds.** If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

**4. Longer Delays May Apply.** We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- a. We believe a check you deposit will not be paid.
- b. You deposit checks totaling more than \$5,000 on any one day.
- c. You deposit a check that has been returned unpaid.
- d. You have overdrawn your account repeatedly in the last six months.
- e. There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. Funds will generally be available no later than the seventh business day after the day of your deposit.

**5. Deposits at Nonproprietary ATMs.** Funds from any check deposits made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the date of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

**6. Share Account Holds.** We may delay your ability to withdraw funds deposited by check into your share (savings) account until we verify funds are paid.

### III. Electronic Funds Transfers

By signing the Account Card or providing an electronic signature and consent to the online account card or application, you agree to the following terms governing your and our rights and responsibilities concerning the electronic

funds transfer services, as applicable. Electronic funds transfers ("EFTs") are electronically initiated transfers of money through VISA Check Card transactions, automated teller machines ("ATMs"), Cash Line Audio System, electronic check transaction and online banking personal computer access system involving your deposit accounts at the Credit Union.

### **1. Available EFT Services.**

a. ATM Card. You may use your ATM card or VISA Check Card and Personal Identification Number (PIN) in automated teller machines within the participating ATM networks shown on your Card and such other machines and facilities that we may designate. At the present time, you may use your card to make the following transactions:

- Make deposits to your savings and checking accounts;
- Make withdrawals from your savings and checking accounts;
- Transfer funds between your savings and checking accounts; and
- Inquire about your savings and checking accounts.

b. VISA Check Card. If we provide you with a Visa Check Card, you may use your VISA Check Card to purchase goods and services any place your card is honored by participating merchants. Funds to cover your Check Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union may not pay the amount and may terminate all services under this Agreement, unless you have an approved overdraft protection account with available funds.

c. Point of Sale. You may use your VISA Check Card and PIN to pay for purchases from participating merchants who have agreed to accept the card at POS terminals. POS transactions will be deducted from your checking account.

d. CashLine Audio System. You may use the CashLine Audio System, your telephone and CashLine PIN to access all of your accounts and make the following transactions.

- Obtain balance, dividend and rate information on savings, checking, certificate, and loan accounts at the Credit Union;
- Obtain information on the most recent deposit to your savings and checking account;
- Transfer funds among your savings, checking, and loan accounts, as permitted, including loan payments, except on VISA accounts; and
- Such other transactions as offered and permitted in the future.

e. Online Banking Transactions. You may use your personal computer to access your accounts. You must use your CU@Home login credentials to access your accounts. The online banking service is accessible seven (7) days a week, 24 hours a day. You will need a personal computer and access to the Internet. You are responsible for the installation, maintenance and operation

of your computer. The Credit Union will not be responsible for any errors or failures involving any telephone service or your computer. At the present time, you may use the online banking service to:

- Transfer funds between your savings, checking, and loan accounts.
- Review account balance and transaction history for your savings, checking, and loan accounts.
- Review information on your loan account including payoff amounts, due dates, finance charges, interest rate, and balance information.
- Make bill payments and preauthorized transfers from your checking account.
- Request that a withdrawal from any savings, checking, or loan account be mailed to you in check form.
- Transfer funds between linked accounts.
- Communicate with the Credit Union using secure E-mail or online Chat.

Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a line of credit account will be subject to your Loan Agreement and Disclosures, as applicable.

f. Direct Deposit. For single party individual accounts, multiple party accounts and individual business accounts, upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, military retirement, or VA benefits. You must notify us at least 30 days in advance of such request and/or change.

g. Electronic Check Transactions. You authorize us to honor any electronic check conversion transaction and re-presented check fee debit transactions you authorize ("electronic check transactions"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any notice regarding the merchant's right to process the transaction. Notice may include a sign posted by the merchant at the time and place of your transaction. All terms governing electronic funds transfer services will apply to electronic check transactions except the \$50 and \$500 limits of liability for unauthorized transactions in Section 4. Member Liability. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

## **2. Service Limitations.**

a. ATM Card/Visa Check Card. You may withdraw funds from your accounts at ATMs as often as you like. However, you are limited to \$200 per day of ATM Card withdrawals and \$400 per day of VISA Check Card withdrawals.

b. Cash Line Audio System. Subject to the transaction limitations set forth in the Membership and Account section above, you may access your accounts

using the audio response system via touch-tone telephone only. This service may be interrupted for a short time each day for data processing.

c. Online Banking Service Limitations. The following limitations on online banking transactions may apply:

(1) Transfers. You may make funds transfers to your other accounts as often as you like. However, transfers from your savings accounts will be limited to a total of six (6) in any one month. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. If you do not use the online banking Service for two consecutive statement cycles we reserve the right to terminate your service.

(2) Account Information. The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM deposit transactions and our Funds Availability Policy.

(3) E-Mail. The Credit Union may not immediately receive E-mail communications that you send and the Credit Union will not take action based on E-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at (360) 662-2000 or (800) 422-5852.

(4) Bill Payments. You may authorize new payment instructions or edit previously authorized payment instructions for bill payments that are either variable (i.e. payments on merchant charge accounts that vary in amount) or fixed (i.e. fixed mortgage payments). When you transmit a bill payment instruction to us, you authorize us to transfer funds to make the bill payment transaction from your checking account. We will process bill payment transfer requests only for such creditors as you authorize. The Credit Union will not process any bill payment transfer if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. If there are insufficient funds in your account to make the bill payment request, your account will incur a Non-Sufficient Funds (NSF) charge. Subsequent payment requests may not be processed until funds are collected for all previous payments. The Credit Union's bill payment processor may attempt to clear the payment (s) from your account up to three (3) times. After six (6) NSF occurrences, your



Bill Payment account may be closed. The Credit Union reserves the right to refuse to process payment instructions that reasonably appears to the Credit Union to be fraudulent or erroneous. The Credit Union will withdraw the designated funds from your account for the bill payment transfer within five (5) business days after your payment request has been processed. The Credit Union will process your bill payment transfer within three (3) business days of the date you schedule for payment.

It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. You should enter and transmit your bill payment instructions at least ten (10) days before a bill is due. You are responsible for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely bill payment authorization. You may cancel or stop payment on variable or fixed bill payments instructions under certain circumstances. If you discover an error in or want to change a payment instruction (i.e., payment date or payment amount) for a bill payment that you have already scheduled for transmission through the bill payment service, you may electronically edit or cancel your payment request through bill payment. Your cancellation request must be entered and transmitted through the bill payment service before the date you have scheduled for payment. If your request is not timely entered, you will be responsible for the payment. Stop payments cannot be placed on payments that have been sent electronically.

**3. Conditions of EFT Use.** The use of your Account and EFT services are subject to the following conditions:

a. Ownership of Cards. Any card or other device which we supply to you is our property and must be returned to us, or any other person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your card or account to another person.

b. Honoring the Card. Neither we nor merchants authorized to honor card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund. You may not use your card or account for any transaction that is unlawful or illegal. We may decline to authorize any transaction that we believe may be unlawful or illegal.

c. Illegal Use of Internet Gambling. You agree that all transactions that you initiate by use of your VISA Check Card are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your VISA Check Card may only be used for legal transactions. Display of a payment card logo by an online merchant does not mean that internet

gambling transactions are lawful in all jurisdictions in which you may be located. We have restricted all online gambling transactions with the VISA Check Card.

d. Security of PIN. The PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN number available to anyone not authorized to sign on your accounts. If you authorize anyone to use your PIN, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your card services and account services immediately.

#### **4. Member Liability.**

a. Single & Multiple Party Accounts. The following member liability provisions apply only to single and multiple party accounts. You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons to use an EFT service, ATM or Visa Check Card or access code you are responsible for any transactions they authorize or conduct on any of your accounts. Tell us at once if you believe anyone has used your Account, ATM or Visa Check Card or access code and accessed your accounts without your authority or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. For Visa Check Card purchase transactions, if you notify us of your lost or stolen card, you may not be liable for any losses provided you were not fraudulent in handling your Visa Check Card and you provide us with a written statement regarding your unauthorized Card claim, otherwise the following liability limits will apply. For all other EFT transactions except electronic check transactions, if you tell us of the unauthorized use of your account within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service, and we can prove that we could have stopped someone from accessing our account without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows EFT transfers that you did not make including made by ATM or Visa Check Card, access code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable for the following amounts if we can prove that we could have stopped someone from making the transfers if you had told us in time: (i) for unauthorized Visa Check Card purchase transactions up to the limits set forth above and (ii) for all other unauthorized EFT transactions up to the full amount of the loss. If a good reason (such as a hospital stay) kept you from telling us, we will extend

the time periods.

b. Business Member Accounts. The following member liability provisions apply only to business member accounts. You are fully responsible for all transfers you or any authorized party makes under this Agreement. If you permit other persons to use an EFT service, ATM or Visa Check Card or access code you are responsible for any transactions they authorize or conduct on any of your accounts. Tell us at once if you believe anyone has used your Account, ATM or Visa Check Card or access code and accessed your accounts without your authority or if you believe that an electronic funds transfer has been made without your permission using information from your check.

c. Notice to Credit Union. If you believe your ATM or Visa Check Card or access code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission call:

(360) 662-2000 or (800) 422-5852

or write:

Kitsap Credit Union

PO Box 990

Bremerton, WA 98337

After hours ATM and Visa check card holders can call (800) 316-5996.

**5. Business Days.** Our business days are Monday through Friday 9:00 a.m. – 5:00 p.m. Holidays are not included.

**6. Fees and Charges.** There are certain charges for electronic fund transfer services as set forth below. From time to time, the charges may be changed. We will notify you of any changes as required by law.

a. Online Banking. The CU@Home service is free.

b. ATM Fees. If you use an ATM that is not operated by us, you may be charged an ATM surcharge by the ATM operator or ATM network utilized for such a transaction as well as a foreign terminal usage fee by Kitsap Credit Union. The ATM surcharge will be debited from your account if you elect to complete the transaction.

c. Foreign Transactions. Purchases made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions as established by VISA International, Inc. is a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, you will be charged a Foreign Transaction Fee of a percentage of the transaction amount for any card transaction made in a foreign country.

**7. Right to Receive Documentation of Transfers.**

a. Periodic Statements. Deposits and transfers, and withdrawals, transacted through an ATM will be recorded on your periodic statement. You will receive a statement monthly unless there are no transfers in a particular month. In any case you will receive the statement at least quarterly.

b. Terminal Receipt. You get a receipt at the time you make a transaction using an ATM, POS terminal or with a participating Visa merchant, except some electronic terminals will not provide receipts for transactions of \$15 or less.

c. Preauthorized Credits. If you have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can call us at (360) 662-2000 to find out whether or not the deposit has been made.

**8. Preauthorized EFT Stop Payment Rights.** If you have told us in advance to make regular payments (other than bill payments) out of your account, you may stop any of these payments by notifying us either orally or in writing. We must receive your request at least three (3) business days before the scheduled date of the payment. You will need to tell us your name, account number, the payment amount, the payment date, and the person or company who is to receive the payment. If you call, we will require written confirmation of the stop payment order within fourteen (14) calendar days. If we do not receive the written confirmation within the fourteen days specified, your oral stop payment order will cease to be binding. Your stop payment order is effective only for the preauthorized payment date which you give us. If the stop payment order is not received in time for us to act upon it, we will not be liable to you or to any party for payment of the item. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled and we do not do so, we may be liable.

**9. Account Information Disclosure.** We will disclose information to third parties about your account or the transfers you make:

- a. As necessary to complete transfers;
- b. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- c. To comply with a government agency or court orders; or
- d. If you give us your express permission.

**10. Credit Union Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer or the transfer would go over the credit limit on your line of credit.

b. If you used the wrong PIN or you used a PIN, ATM, or VISA Check Card, or the CashLine Audio System or online banking personal computer access system in an incorrect manner

c. If the automated teller machine (ATM) where you are making the transfer does not have enough cash.

d. If the ATM was not working properly and you knew about the problem when you started the transaction.

e. If circumstances beyond our control (such as fire, flood or power failure) prevent the transaction.

f. If the money in your account is subject to legal process or other claim.

g. If your account is frozen because of a delinquent loan.

h. If the error was caused by an ATM or payment network or any other participating network.

i. If there are other exceptions as established by the Credit Union.

j. The ATM terminal may retain your card in certain instances, in which event you may contact the Credit Union about its replacement.

**11. Termination of EFT Services.** You agree that we may terminate this Agreement and your use of your EFT services, if you, or any authorized user of your PIN, breach this or any other agreement with us, or if we have reason to believe that there has been an unauthorized use of your PIN, ATM, VISA Credit Card, or Visa Debit Card. We will notify you or any other party on your account if we have canceled or will cancel this Agreement.

You or any other party on your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

**12. Notices.** The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

**13. Billing Errors.** Billing errors include:

- Unauthorized electronic fund transfer (fraudulent transactions).
- Incorrect electronic fund transfer to or from the consumer's account.
- Omission of an electronic fund transfer from a periodic statement.
- Computational or bookkeeping error made by the financial institution relating to an electronic fund transfer.

- Consumer's request for documentation or for additional information or clarification concerning an electronic fund transfer, including a request the consumer makes to determine whether an error exists.

The following billing error provisions apply only to single and multiple party accounts and not to business member accounts. In cases of errors or questions about your electronic transfers, telephone us at the phone numbers or write us at the address set forth above as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five days (45) calendar days to investigate your complaint or question ninety (90) calendar days for POS transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States. If we decide to do this, we will re-credit your account within ten (10) business days (five (5) business days for VISA Check Card POS purchase transactions) for the amount you think is in error, so that you will have the use of the money during the same time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days we may not recredit your account.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur. If we have provided provisional credit we will also notify you that the credit will be removed and that we will honor checks, drafts or similar instruments payable to third parties and preauthorized transfers from the consumer's account (without charge to the consumer as a result of an overdraft) for a period of five business days.

**14. ATM Safety Notices.** The following information is a list of safety

precautions regarding the use of Automated Teller Machine (ATM) and Night Deposit Facilities.

- a. Be aware of your surroundings, particularly at night.
- b. Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- c. If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- d. Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- e. If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your ATM access device or deposit envelope, and leave.
- f. If you are followed after making a transaction, go to the nearest public area where people are located.
- g. Do not write your personal identification number or code on your Card.
- h. Report all crimes to law enforcement officials immediately.

**15. ATM One-Time Debit Charge Overdraft Coverage.** If you wish Kitsap Credit Union to pay an ATM or one-time debit charge overdraft, you must opt-in in writing. You will be charged a courtesy pay fee as set forth on the Rate and Fee Schedule.

**16. Enforcement.** You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the state of Washington as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Washington law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

# Member Privacy Policy

Rev. 10/13

## Facts

### What Does Kitsap Credit Union Do With Your Personal Information?

#### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.

#### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account transactions
- Account balances and payment history
- Credit history and credit score

#### How?

All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Kitsap Credit Union choose to share, and whether you can limit this sharing.

## Reasons We Can Share Your Personal Information

	Does Kitsap Credit Union share?	Can you limit this sharing?
<b>For our everyday business purposes -</b> such as to process you transaction, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes -</b> to offer our products and services to you	Yes	Yes
<b>For joint marketing with other financial companies</b>	Yes	Yes
<b>For our affiliates' everyday business purposes -</b> information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes -</b> information about your creditworthiness	No	We don't share
<b>For our affiliates' to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share



## To Limit Our Sharing

- Call (360) 662-2000 or (800) 422-5852
- Visit [www.kitsapcu.org/privacypolicy](http://www.kitsapcu.org/privacypolicy) to download and print form.
- Mail the form below to:  
**Kitsap Credit Union**, PO Box 990, Bremerton, WA 98337
- Bring the form into a branch

### **Please note:**

If you are a *new* member, we can begin sharing your information 30 days from the date we send notice. When you are *no longer* our member, we continue to share your information described in this notice.

However you can contact us at any time to limit our sharing.

## Questions?

Call (360) 662-2000, (800) 422-5852 or go to [www.kitsapcu.org](http://www.kitsapcu.org)

## Who We Are

**Who is providing this notice?** Kitsap Credit Union

## What We Do

**How does Kitsap Credit Union protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

**How does Kitsap Credit Union collect my personal information?**

We restrict access to nonpublic personal information about you to those who need to know the information to provide products or services to you.

We collect your personal information, for example, when you:

- open an account or deposit money
- pay your bills or apply for a loan
- use your credit or debit card

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

### Why can't I limit all sharing?

Federal law gives you the right to limit only:

- sharing for affiliates' everyday business purpose - information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliations to market to you

State laws and individual companies may give you additional rights to limit sharing

### What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account.

## Definitions

### Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Kitsop Credit Union has no offliotes at the current time.*

### Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Kitsop Credit Union does not shore with nonaffiliates so they con market to you.*

### Joint marketing

A formal agreement between nonaffiliates financial companies that together market financial products or service to you.

- *Our joint morketing partners include insurance componies ot the current time.*

## **Your Insured Funds**

### **What Is The NCUA?**

The National Credit Union Administration, commonly referred to as NCUA, is the federal government agency that charters and supervises federal credit unions. NCUA also operates and manages the National Credit Union Share Insurance Fund (NCUSIF). Backed by the full faith and credit of the U.S. government, NCUSIF insures the accounts of millions of account holders in all federal credit unions and the vast majority of state-chartered credit unions.

### **Why Is NCUSIF Share Insurance Coverage Important?**

Share insurance coverage offered through the NCUSIF protects members against losses if a federally insured credit union should fail. You can confidently join and conduct business with federally insured credit unions because no member has ever lost money insured by the NCUSIF.

Historically, insured funds are available to members within just a few days after the closing of an insured credit union. Failures of federally insured credit unions are rare because only those with sound operational standards qualify to receive NCUSIF coverage. NCUA also regularly reviews the operations of all federal credit unions and works closely with state regulatory authorities to evaluate federally insured state-chartered credit unions.

### **What Basic Coverage is Provided By The NCUSIF?**

The NCUSIF provides all members of federally insured credit unions with \$250,000 in coverage for their individual accounts. These accounts include regular shares, share drafts (similar to checking), money market accounts, and share certificates. Individuals with account balances totaling \$250,000 or less at the same insured credit union have full NCUSIF coverage. If a person has more than \$250,000 at any single credit union, several options are available for additional coverage because, as discussed in greater detail below, the NCUSIF provides separate insurance for other types of accounts.

Members have full NCUSIF coverage at each federally insured credit union where they are qualified members. While NCUSIF coverage protects members at all federally insured credit unions from losses on a broad spectrum of savings account and share draft products, it does not cover losses on money invested in mutual funds, stocks, bonds, life insurance policies, and annuities.

### **Does the NCUSIF Provide Additional Coverage?**

All members of federally insured credit unions have options for coverage that is separate from and in addition to the coverage available to their individual accounts.

## **Retirement Accounts**

Members with traditional and Roth Individual Retirement Accounts (IRAs) and KEOGH retirement accounts at federally insured credit unions have additional coverage available at each federally insured credit union where they qualify and become members. The NCUSIF insures member traditional and Roth IRAs for \$250,000 in the aggregate at each credit union. Additionally, NCUA insures member KEOGH accounts separately in the aggregate to \$250,000 at each credit union.

Retirement account insurance protection is separate and apart from insurance coverage on other credit union accounts. For example, if you have a regular share account, an IRA, and a KEOGH at the same credit union, the NCUSIF insures the regular share account for up to \$250,000, the IRA for up to an additional \$250,000, and the KEOGH for up to an additional \$250,000.

## **Joint Accounts**

Joint accounts are savings or share draft accounts owned by two or more people who have equal rights to withdraw money from the account. The NCUSIF provides joint account holders with \$250,000 coverage for their aggregate interests at each federally insured credit union. For example, a two person joint account has \$500,000 in coverage. This coverage is separate from and in addition to the coverage available for other accounts such as individual accounts and retirement accounts.

## **Trust Accounts**

The NCUSIF provides separate coverage for both revocable and irrevocable trusts. Credit unions can establish a common revocable trust payable-on-death (POD) account without additional documentation; however, some trusts require additional, valid documentation to qualify for coverage. While this brochure briefly discusses how the NCUSIF insures trusts, members should consult appropriate professionals to properly establish and document trust arrangements.

## **Revocable Trusts**

Revocable trust accounts may qualify for insurance coverage of up to \$250,000 per beneficiary named by the owner that is separate from the individual coverage available to the trust owner. For example, if a person with a revocable trust for \$750,000 names a spouse and two children as beneficiaries, the entire \$750,000 would have separate NCUSIF coverage (\$250,000 per beneficiary).

This coverage is separate from the coverage provided to the other types of accounts held by the trust's owner at the same federally insured credit union.

## **How Do I Know My Credit Union Is Federally Insured?**

Federally insured credit unions are required to indicate their insured status in their advertising and to display the official NCUSIF insurance sign in their offices and branches. For a complete directory of federally insured credit unions, visit NCUA's agency website at [ncua.gov](http://ncua.gov).

## **Coverage Limits**

The standard share insurance amount is \$250,000 per share owner, per insured credit union, for each account ownership category. The \$250,000 standard share insurance account became permanent through the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010.

## **NCUA Share Insurance Estimator**

The NCUA Electronic Share Insurance Estimator is available to help members better understand the protection offered by the NCUSIF. This interactive site allows users to input data to compute the amount of NCUSIF coverage available under different account scenarios. This resource is available at the link <http://webapps.ncua.gov/ins/>.

## **Where Can I Find More Information?**

NCUA has more information available to help credit union members better understand how the NCUSIF keeps their accounts safe and protected.

A comprehensive booklet entitled *Your Insured Funds* is available on NCUA's [ncua.gov](http://ncua.gov) and [MyCreditUnion.gov](http://MyCreditUnion.gov) websites. This booklet contains a detailed discussion of all available types of NCUSIF coverage, along with examples illustrating how the coverage works in practice. You can get

additional information about credit unions and the financial services they offer, as well as tips on how to save, create a budget, and plan for a major purchase at NCUA's consumer website, [MyCreditUnion.gov](http://MyCreditUnion.gov).





**Kitsap Credit Union**

P.O. Box 990, Bremerton, WA 98337

(360) 662-2000 • (800) 422-5852

[kitsapcu.org](http://kitsapcu.org)